

RECEIVED  
05 MAR -8 PM 4:43  
OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMM

UNITED STATES/AUSTRALASIA  
DISCUSSION AGREEMENT  
FMC NO. 011117-035 (3<sup>RD</sup> EDITION)  
First Revised Page No. i

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1.	Full Name of the Agreement	1
2.	Purpose of the Agreement	1
3.	Parties to the Agreement	1
4.	Geographic Scope of the Agreement	1
5.	Agreement Authority	1
6.	Official of the Agreement and Delegations of Authority	4
7.	Membership, Withdrawal, Readmission And Expulsion	5
8.	Voting	5
9.	Duration and Termination of the Agreement	5
10.	Confidentiality	5
11.	Responsibility for Civil Penalties	6
12.	Governing Law and Arbitration	6

APPENDIX A (Parties to the Agreement)

APPENDIX B (Minimum Levels of Service)



UNITED STATES/AUSTRALASIA  
DISCUSSION AGREEMENT  
FMC No. 011117-035 (3<sup>RD</sup> EDITION)  
First Revised Page No. 2

through rates, interior point intermodal rates and minilandbridge rates for service in the Trade and substituted (alternate port) services, as well as discussion and implementation of specific rates, charges, and conditions, and adjustments thereof, and/or differentials among parties' rate levels, negotiations, bids and proposals applicable to cargo or pursuant to or in relation to particular service contracts, existing or proposed. The authority contained in this Article 5.1(a) and elsewhere in Article 5 may be exercised by any two or more of the parties, with or without the participation of other parties.

(b) The parties are not authorized to publish a common tariff hereunder, but may agree to aggregate the volume of cargo for purposes of time volume rates separately published in their individual tariffs; provided, however, that the agreement to aggregate cargo must be unanimous. In addition, while the parties may agree on a Minimum Level of Service as set forth in Appendix B hereof for purposes of satisfying Australian legal requirements, the parties are not authorized to agree on adding or removing capacity from the Trade.

(c) The parties are authorized to negotiate, offer, enter into or amend, or decline to offer or enter into or amend, Agreement service contracts with one or more shippers, as that term is defined by the Shipping Act of 1984, as amended, for the movement of cargo in the Trade. The Agreement and each individual party (except those who elect not to participate) shall be made a party to each service contract entered into by the Agreement. Prior to the execution of any Agreement service contract, any party may elect not to participate, or to limit its participation therein, by so advising the Chairman (including a statement of any such limitations). Any such election by a party not to participate or to limit its participation shall be specified in the service contract. Any party may, if the service contract so provides, withdraw from further participation in a service contract after a shipper has met the service contract's minimum quantity commitment of cargo, upon at least thirty (30) days' notice to the Agreement and the shipper. The parties may adopt, repeal or amend standards or guidelines for the negotiation of all or a portion of the Agreement's service contracts by representatives of the parties (subject to deviations or alterations as the parties may authorize from time to time). No party participating in an Agreement service contract may unilaterally deviate from the terms of that service contract.

UNITED STATES/AUSTRALASIA  
DISCUSSION AGREEMENT  
FMC No. 011117-035 (3<sup>RD</sup> EDITION)  
Original Page No. 6

ARTICLE 11 -- RESPONSIBILITY FOR CIVIL PENALTIES

In the event civil penalties are imposed on the Agreement as a result of:

(a) the failure of one or more parties to prepare and arrange for the filing of minutes of any discussion conducted or agreement reached outside of a regularly scheduled or convened meeting of the Agreement; or

(b) the failure of one or more parties to submit in a timely manner the data necessary to complete the quarterly monitoring reports of the Agreement;

such penalties and all costs associated therewith (including but not limited to attorneys' fees) shall be the responsibility of the parties that participated in such meeting(s) or failed to provide the monitoring report data, and said parties shall be liable to non-participating parties (with respect to minutes) or compliant parties (with respect to monitoring reports) for any civil penalties and all costs associated therewith (including but not limited to attorneys' fees) such non-participating or compliant parties may be required to pay as a result of the conduct described in this Article 11.

ARTICLE 12 -- GOVERNING LAW AND ARBITRATION

(a) This Agreement shall be subject to the Shipping Act of 1984, as amended (the "Act") and FMC regulations and shall otherwise be construed and interpreted in accordance with the laws of the State of New York, excluding that body of law relating to choice of law or conflict of laws.


(b) Any dispute arising out of or in connection with this Agreement, including the payment of civil penalties under Article 11 hereof, shall be resolved by arbitration in New York, NY before a single arbitrator agreed upon by two sides to the dispute or, failing such agreement, appointed by the President of the Society of Maritime Arbitrators of New York, Inc. ("SMA") upon the application of either side to the dispute. In the case of arbitrations involving reimbursement for civil penalties and all costs associated therewith (including but not limited to attorneys' fees) paid, those parties to the Agreement seeking reimbursement shall constitute one side of the dispute and the Agreement party(ies) from which reimbursement is sought shall constitute the other side. Arbitration shall be conducted in accordance with the procedural rules of the SMA. In the event of an arbitration over the payment of civil penalties under Article 11 hereof, the non-prevailing side shall bear the costs of the arbitration, including the attorneys' fees of the prevailing side.

UNITED STATES/AUSTRALASIA  
DISCUSSION AGREEMENT  
FMC No. 011117-035 (3<sup>RD</sup> EDITION)

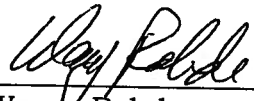
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereby agree this 8<sup>th</sup> day of March, 2005, to amend the Agreement as set forth in the attached pages and to file the same with the U.S. Federal Maritime Commission.


P&O NEDLLOYD LIMITED

  
Wayne Rohde  
Attorney-in-fact

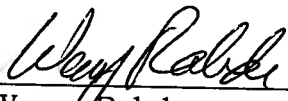
CMA CGM

  
Wayne Rohde  
Attorney-in-fact


HAMBURG-SUDAMERIKANISCHE  
DAMPFSCHIFFFAHRTSGESELL-  
SCHAFT KG

  
Wayne Rohde  
Attorney-in-fact


COMPAGNIE MARITIME MARFRET S.A.

  
Wayne Rohde  
Attorney-in-fact


WALLENIUS WILHELMSSEN LINES AS

  
Wayne Rohde  
Attorney-in-fact

FESCO OCEAN MANAGEMENT  
LIMITED d/b/a Fesco Australia  
North America Line

  
Wayne Rohde  
Attorney-in-fact

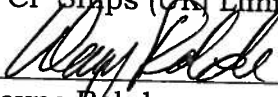
LYKES LINES LIMITED, LLC

  
Wayne Rohde  
Attorney-in-fact


UNITED STATES/AUSTRALASIA  
DISCUSSION AGREEMENT  
FMC No. 011117-035 (3<sup>RD</sup> EDITION)

SIGNATURE PAGE (continued)


AUSTRALIA-NEW ZEALAND  
DIRECT LINE, a division  
of CP Ships (UK) Limited

  
\_\_\_\_\_  
Wayne Rohde  
Attorney-in-fact

A.P. MOLLER-MAERSK A/S trading  
under the name of Maersk Sealand

  
\_\_\_\_\_  
Wayne Rohde  
Attorney-in-fact

SAFMARINE CONTAINER LINES NV

  
\_\_\_\_\_  
Wayne Rohde  
Attorney-in-fact